

**COLLECTIVE BARGAINING  
LABOR AGREEMENT**

**between**

**THE TOWNSHIP OF OXFORD  
Oakland County, Michigan**

**and**

**THE OXFORD FIRE FIGHTERS UNION  
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS  
LOCAL 4763**

**January 1, 2022**

**through**

**December 31, 2024**

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## AGREEMENT

- A. This Agreement is made on January 1, 2022, between the Township of Oxford, Oakland County, Michigan (hereinafter referred to as the "Employer" or "Township") and the Oxford Fire Fighters Union, International Association of Fire Fighters, Local 4763 (hereinafter referred to as the "Union" or "employee" or "bargaining unit").
- B. Statements in this collective bargaining agreement which utilize pronouns that indicate either the male or female gender are not meant to apply to one sex rather than the other but are meant to apply to both sexes equally.
- C. Any reference in this Agreement to the term "Department" means the Oxford Fire Department.
- D. It is understood that there will be no discrimination against any employee because of his/her union affiliation or his/her duties as a union officer, or in any other capacity on behalf of the union.
- E. All departmental policies shall be applied to all similarly situated members within the bargaining unit.
- F. All full-time shift employees will take direction/instruction on daily activities from their respective Shift Leader or the Fire Chief. In the absence of the Shift Leader, employees will follow the chain of command, down to senior fire fighter.
- G. When the collective bargaining agreement refers to "posting something" this item will be hung on the Departmental bulletin board at all stations and a message shall also be sent out to all bargaining unit employees using current technology available the day it is released.
- H. When the term Probationary employee is used, this is defined as a new employee who has not completed more than twelve (12) months of service.

## PURPOSE AND INTENT

The general purposes underlying this Agreement are to set forth the terms and conditions of employment, and to promote orderly relations for the mutual interest of the Employer, Employees, and Union. The parties recognize that the interest of the community and the job security of the Employees depend upon the continued existence of a quality fire and EMS service for the community. To these ends the Employer, the Employees and the Union encourage to the fullest degree friendly and cooperative relationships between them.

This Agreement also recognizes the continued commitment by the parties to the following principles: providing an effective and quality fire prevention and suppression service; reducing the adverse effects of injury or sudden illness through emergency medical service as an advanced life support agency; providing the necessary services during natural or man-made disasters; utilizing a combination of career and paid-on-call personnel in an efficient and cost effective manner; preserving the resources of the community; and responding to the community as requested in the best spirit of the fire service.

I. RECOGNITION

- A. The Employer recognizes the Union as the exclusive bargaining representative for all full-time uniformed fire fighters and emergency medical personnel, but excluding the fire chief, assistant fire chief, paid on-call employees, part-time employees, and all other non-uniformed (civilian) employees. Any employee who responds to Department incidents during their full-time scheduled hours will be considered a uniformed employee. A uniform is defined in Article XXIII of the CBA and Policy #112 of the Oxford Fire Department Policies and Procedures.

## II. DEPARTMENT EMPLOYEES

The following sections describe some of the employees and some of the job classifications in the Fire Department. These descriptions are not formal job descriptions.

- A. Fire Chief: The Fire Chief is the highest-ranking officer in the Fire Department and the Fire Chief is in charge of all Fire Department operations.
- B. Day Employee: A Day employee is a firefighter or officer assigned to a ten (10) hour shift or such other shift or work cycle as determined by the Employer which is a daytime shift. Day employees will work 4, 10-hour days or have the ability to flex their schedule to meet the needs of their duties each week as determined by the Employer. A day employee will work forty (40) hours per week. This employee works 2,080 hours per year, and the wages enumerated in Appendix A will be divided by 2,080 to calculate the hourly rate. Day employees shall be required to run calls as determined and assigned by the Department in order to maintain their firefighting/EMS skills and licensing certifications or as a backup/supplemental to regularly scheduled staff. A day employee may flex their schedule to accept a shift overtime assignment with one of the Chief's approvals (Article XXVI.F).
- C. Shift Employee: A shift employee is a firefighter or officer who is assigned to a unit for a twenty-four (24) hour shift. A shift employee shall work a schedule of 24 hours on duty, 24 hours off duty, 24 hours on duty, 24 hours off duty, 24 hours on duty, 96 hours off duty. The wages enumerated in Appendix A will be divided by 2,756 to calculate the hourly rate.
- D. Shift Firefighter/Medic, Shift Lieutenant, Shift Captain, and Captain EMS Coordinator: Notwithstanding any other provision of this Agreement, all employees listed shall have and shall maintain a Paramedic license and Advanced Cardiac Life Support (ACLS) certification. Failure of any employee listed to maintain a Paramedic license and ACLS certification will result in termination, unless approved by the Fire Chief.
- E. Lieutenant Fire Inspector and Fire Marshal: Notwithstanding any other provision of this Agreement, all employees listed shall maintain a Paramedic license and a State Fire Inspector I certification. The failure of the Lieutenant Fire Inspector to maintain a Paramedic license and State Fire Inspector I certification will result in disciplinary action. The failure of the Fire Marshal to maintain a Paramedic license and State Fire Inspector I, II & Plans Review Certifications will result in disciplinary action.

### **III. DEPARTMENT STAFFING**

- A. For every two (2) part time employees working at any given time there must be at least four (4) fulltime shift employees working. The ONLY exception shall be if a scheduled fulltime employee is absent under the following conditions:
- Requested vacation time with less than 18 calendar days' notice.
  - Requested personal time request with less than to 18 calendar days' notice.
  - Requested comp time with less than 18 calendar days' notice.
  - Pre-scheduled Bereavement time with less than to 18 calendar days' notice.
  - Duty/Non-Duty injury/illness within 18 calendar days of the injury/illness.
  - FMLA/Military Leave within 18 calendar days of the commencement of the leave.
- B. The Township recognizes the need to provide adequate staffing to all fire stations daily to maintain the best service possible to the citizens of Oxford. Sufficient personnel shall be maintained on duty and available for response to alarms. Sufficient personnel shall be available to provide a minimum of four (4) full-time shift personnel which includes one (1) officer for a total daily manning of four (4) full-time shift personnel. When an officer is not available for the day, the senior fire fighter from the bargaining unit who is on duty shall assume the role of acting shift leader. The officer or acting shift leader shall be from the bargaining unit and assigned to station one (1). If sufficient personnel are not available to meet the minimum staffing requirements at the beginning of a shift, full-time employees shall be retained or recalled on overtime at a rate of one and one half (1.5) times their hourly rate. Day employees with Paramedic licensing may not count towards minimum manning during their regularly scheduled hours. Day employees with Paramedic licensing may be recalled for overtime by the shift backfill policy. Any employee who is retained, such action must be within the law using the Fire Department Hours of Labor Act 125 of 1925.
- C. Special events that require a dedicated ambulance or fire apparatus for standby where that unit is deemed temporarily out of service to the rest of our community or that unit will have an unacceptable emergency response time; that unit shall not be staffed with shift personnel if it affects the daily minimum manning unless it is a toned incident.
- D. When there is a scheduled special event where the Township is compensated and requires ALS coverage; overtime shall be offered to bargaining unit members by means of the shift overtime backfill list. If no employee accepts the overtime, the Township may assign qualified employees to work the special event by means of the shift overtime backfill list. This overtime will be scheduled as soon as it becomes available. Blocks of time shall be a minimum of four (4) hours and the employee who takes the first partial shift has the first rights of refusal for any remaining hours that day up to twelve (12) hours.



E. Full-time shift employees shall be evenly scheduled among all active fire stations. If there is an odd number of shift employees scheduled for the day the extra shall be assigned to a station by the shift leader.

F. Departmental Acting Classification

1. In the event of a leave of absence (which does not include trade time Article XXV) in excess of or anticipated excess of seven (7) calendar days of a Shift Captain or Shift Lieutenant, the Department will fill the vacant position in the following manner; If a Shift Captain is absent, the Lieutenant of that shift will be the Acting Captain, the senior Firefighter on that shift will be the acting Lieutenant. If a Shift Lieutenant is absent, the senior Firefighter on that shift will be the acting Lieutenant. The employee shall receive the full wages of the acting position.
2. In the event of a leave of absence in excess of, or anticipated excess of, fourteen (14) calendar days of a Day employee, the Department will post that position for seven (7) calendar days to all bargaining unit employees to apply to fill the temporary vacancy. The most senior qualified applicant will receive the acting job classification. Any shift/day wages will be converted to provide the employee with the proper acting classification pay. If no qualified bargaining unit employee applies for the vacancy, the most senior applicant shall receive the acting job classification. If no bargaining unit employee applies to the vacancy posting the Shift Lieutenant with the lowest amount of time in grade seniority will be assigned in the temporary position (This forced assignment may be waived if agreed upon by both parties). The employee shall receive the full wages of the acting position.
  - The employee filling the temporary day acting position will move shifts within a minimum of fourteen (14) calendar days of notification of such. This move will also be adjusted greater than fourteen (14) calendar days as feasible for payroll.
3. Acting pay will not be compensated for hours not worked which includes personal, vacation, compensation & bereavement time. All other hours will be compensated at acting pay during this time. The employee is responsible to notify payroll on acting pay in a timely basis.

#### IV. DUES DEDUCTION

- A. For each member of the Union the Township will deduct from the bi-weekly pay current Union membership dues (or voluntary service fees from non-members) and assessments, provided that at the time of such deduction there is in the possession of the Township a current signed authorization by the employee in a form acceptable to the Township. The Township shall continue to make such deduction until the Township receives written instructions to the contrary from said employee, which must be provided in accordance with Section D below.
- B. The Township will deduct from the bi-weekly pay of employees in any month only the Union dues (or voluntary service fees from non-members) and/or assessments becoming due in such month. In cases when a deduction is made which duplicates a payment that an employee already has made to the Union, or in any other situation in which a refund is demanded, said refunds are not the responsibility of the Township.
- C. All sums deducted by the Township shall be remitted to the Treasurer of the Union bi-weekly through direct deposit. In the event the Union requests the Township to change the present membership dues deduction (or voluntary service fees from non-members) and/or assessments of its members, the Union shall give the Township thirty (30) days' notice and then the change in dues or assessments shall be effective with the next paycheck.
- D. An employee may only revoke his/her dues (or voluntary service fees from non-members) authorization by providing written notice of same during said period to the Township and the Union. Any employee who does revoke his/her dues authorization card may not reinstate it for a period of one year from the date of its revocation.

## V REPRESENTATION

- A. The Union agrees that, except as specifically provided by the terms and provisions of this Agreement, employees shall not be permitted to engage in Union activity until all assigned chores and other work has been completed. Provided further that when engaging in Union activities concerning the administration of this Agreement or the internal affairs of the Local Union, the Union President shall remain in his/her assigned station and said union activities shall not interfere in any way with the performance of his/her other Fire Department work or duties. The Union President or his designee, in his/her absence, may attend grievance meetings on Township time during his/her work hours without loss of time or pay provided adequate coverage is available for the shift without any overtime or premium pay. Under no circumstances shall overtime or any premium pay be paid to the Union representatives attending the grievance meeting. If fire, EMS, or other alarms/calls require a response, the Union President or his designee shall leave the grievance session to cover those calls/alarms.
- B. The Union shall inform the Employer in writing as to who has been appointed or elected as Union President for the bargaining unit.
- C. The Union shall be allowed to hold its meetings at any fire station, provided permission is requested in advance from the Fire Chief. Such permission will not be unreasonably denied.
- D. For collective bargaining purposes, including meetings for and in preparation for negotiations, up to three (3) bargaining unit employees may meet during their regularly scheduled hours, provided that the sessions are held on Township premises. However, under no circumstances shall overtime or any premium pay be paid to bargaining team members. Nor will the Township be required to schedule other employees to cover the shifts of bargaining team members while they attend bargaining sessions. If fire, EMS, or other alarms/calls require a response, bargaining team members shall leave the bargaining session to cover those calls/alarms.
- E. The Union shall utilize the office space at station two (2) and shall have a suitable bulletin board in the dayroom at each Fire Station for the posting of Union notices and other materials. All posted notices and other materials are the sole responsibility of the Union. The Township maintains the right to remove inappropriate material.

## VI GRIEVANCE - ARBITRATION PROCEDURE

- A. Any grievance or dispute which may arise between the parties concerning the application, meaning or interpretation of this Agreement, shall be settled in the following manner:
1. Step I-Verbal: The Union President or his designee having a grievance on behalf of an employee shall first take up the matter verbally with the Fire Chief or his designee.
  2. Step II - Written: If the verbal grievance cannot be satisfactorily adjusted between the Union President or his designee and the Fire Chief or his designee and no later than fourteen (14) calendar days after the facts occurred which gave rise to the grievance or 14 calendar days after the employee knew or should have known of the facts giving rise to the grievance, the grievance shall be reduced to writing, on forms provided by the Union, and presented by the Union President or his designee to the Chief or his designee. Within seven (7) calendar days thereafter, the Chief or his designated representative shall furnish to the Union President or his designee his written answer to the grievance. Should the Chief or his designated representative fail to furnish a written answer within the said seven (7) calendar days, the grievance shall be processed in accordance with Step III.
  3. Step III- Written: If the grievance still remains unadjusted, then within seven (7) calendar days after receipt of the answer of the Chief or his designated representative, or within seven (7) calendar days of the date on which said answer should have been furnished, the Union President or his designee shall present the grievance to the Township Supervisor. Within fourteen (14) calendar days thereafter, the Township Supervisor or his designated representative shall furnish to the Union President or his designee his written answer to the grievance. Should the Township Supervisor or his designated representative fail to furnish a written answer within the said fourteen (14) calendar days, the parties shall proceed to Step IV - Arbitration.
  4. Step IV - Arbitration: If the grievance cannot be satisfactorily adjusted in Step III, within twenty-one (21) calendar days after receipt of the answer of the Township Supervisor or his designated representative, or within twenty-one (21) calendar days of the date on which said answer should have been furnished, the Union by the Union President or his designated representative, may file a written request to proceed to arbitration. No employee shall have the right to request arbitration, but the same shall be limited to the parties.
  5. Within 30 calendar days thereafter the Union shall file a written demand for arbitration with the Federal Mediation and Conciliation Service ("FMCS"). FMCS shall submit to the parties a list comprised of nine arbitrators from the State of Michigan. Either party shall have the option of requesting a second panel from the FMCS if said request is made before the parties begin the process of selecting an arbitrator as set forth in the next sentence. The arbitrator shall be selected from said panel or panels by an alternate striking of names. A single arbitrator will be selected for each grievance going to arbitration.

6. Upon acceptance of the appointment by the arbitrator, he shall, after hearings consistent with fair play and the law, render his award which shall be final and binding upon the parties. Each party shall bear its own expenses in connection with the arbitration; however, the expense of the arbitrator shall be borne equally by both parties. Where one party arranges for the transcription of the arbitration hearing by a court reporter, and the other party orders a copy of the record made, the parties shall share the costs of the record. The arbitrator shall not, in any way, provide said other party with the original or a copy of the transcript unless the party shares equally in the total costs of obtaining the transcript and a copy thereof.
  7. The arbitrator shall have no power to alter, modify, or amend any provisions of this Agreement. The arbitrator shall be bound by the express provisions of this Agreement. Nor shall the arbitrator have the authority to set any wage rates.
  8. The Union shall not be required to process an employee's grievance, if, in the opinion of the Union, the grievance lacks merit. No grievance shall be considered if not filed or processed within the time limits set forth in this Article and any grievance not appealed from a decision in one of the steps of the grievance procedure to the next step shall be considered dropped and the last answer shall be final and binding.
  9. In order for the Fire Department to arrange manpower coverage, the Union will give, not less than forty-eight (48) hours before the arbitration, advance written notice to the Fire Chief of the names of the Fire Department employees that may testify as witnesses at any arbitration hearing.
  10. The Employer may file a grievance under the foregoing grievance procedure. Any Employer grievance shall start at Step III and shall be filed within 21 calendar days after the facts occurred which gave rise to the grievance or within 21 calendar days of when the Fire Chief or Township Supervisor knew of the facts giving rise to the grievance. Said grievance shall be filed with any Union officer or placed in the mailbox of the Union President at station 1, and the employer will advise delivery to the Union President.
- B. The Union or the Employer may request, and mutually agree, in writing, to a time period extension of any step of the grievance procedure.
- C. Employees may be suspended, discharged, or otherwise disciplined or demoted for just cause. Any grievance concerning such discipline, suspension, discharge, or demotion shall be subject to the procedures and time limits set forth in this Grievance Arbitration Procedure.

## VII. DISCIPLINE & DISCHARGE

- A. Discipline & discharge shall be for just cause. Nothing contained herein, however shall deprive the non-probationary employee of the grievance procedure.
- B. The employer shall provide the employee with charges and specifications in writing at the time of discipline or discharge, with copies to the union.
- C. Upon request, the Township may discuss the discipline or discharge with the employee with his/her union steward or designee.
- D. Should the disciplined or discharged employee consider the discipline or discharge improper, the matter will be referred to the grievance procedure at Step II provided, however, the discipline or discharge of a probationary fire fighter is not subject to the grievance procedure.
- E. Discipline shall be accomplished in a constructive, progressive manner, so as to rehabilitate and correct an offender, if at all possible.
- F. The types of disciplinary actions that may be taken will include documented verbal counseling, written reprimand, suspension with pay, suspension without pay, demotion, probation and/or termination. The type of disciplinary action taken shall be consistent with the severity of conduct and whether it is a repeat offense.
- G. In imposing any discipline on the current charge, the Township will not take into account any infractions which occurred more than eighteen (18) months previously, provided the employee was not found responsible for a similar infraction during such period.
- H. Written reprimands for minor offenses not resulting in disciplinary time off shall be voided in the employee's personnel file eighteen (18) months subsequent to the date of such reprimand, provided that no like offense is committed by the employee during that time. The employer may keep such records in the employee's file after they have been voided, however, they will not be used towards future discipline. Reprimands put into the employee's file shall include that employee's signature. The employee must sign to acknowledge receipt of a copy of any disciplinary action and documented warning. This is not to be construed as an admission of guilt, but only as an acknowledgement that such action exists.
- I. All charges shall be void unless filed within twenty-one (21) calendar days after the facts occurred which gave rise to the alleged violation or within twenty-one (21) calendar days of when the Fire Chief or Township Supervisor knew of the facts giving rise to the alleged violation.

## **VIII. SPECIAL CONFERENCES**

Special conferences will be held whenever mutually agreed upon between the Union and the Employer or its designated representatives to discuss specific topics of common concern. The topics to be discussed at a special conference will be disclosed at the time the conference is requested, and the conferences will be limited to those topics. Union representative(s) will receive normal rate of pay if a conference is held during their regularly scheduled work hours. No overtime or premium pay shall be paid. Nor will the Township be required to schedule an employee to cover the work shift of the Union representative(s). In the event of an Emergency Medical Service (EMS), fire or other call/alarm requiring a response from the Union representatives, they shall leave the special conference. A mandatory conference will be held quarterly beginning in January 2013, during normal business hours between the Chief and the IAFF Local 4763 executive board. The IAFF Local 4763 representative will be responsible to record minutes, any action items, and distribute no more than seven (7) days after the meeting. Distribution shall include Chief and IAFF Local 4763 executive board, distribution to all bargaining members will be on an as needed basis.

## **IX. MANAGEMENT RIGHTS**

- A. The Employer, on its behalf and on behalf of its electors, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the Township Charter, the laws, and the Constitutions of the State of Michigan and of the United States.
  
- B. Except only as restricted by the express terms of this Agreement, the Township retains the sole and exclusive right to manage the affairs of its business and to direct its working forces, including, but not limited to, the right to determine: the means, method, and manner of providing services; the number, size and location of any buildings, facilities, equipment, divisions, or parts thereof and the extent to which they shall be operated, relocated, or shut down; the selection of equipment to be acquired and utilized; the work to be handled and to outsource any work; the number of employees and to determine the size of the workforce and to increase and decrease its size; to utilize paid on-call employees as it deems necessary (except as set forth in Article XXVI,C); to establish, change, and enforce quality standards; to maintain order and efficiency in its operations; to determine work schedules, shifts and hours, and to set meal periods; to transfer or promote employees between classifications and shifts and to transfer or promote employees between fire prevention and fire suppression; to select employees for promotion (subject to Article XIII); to transfer employees to other positions and to determine the qualifications and competency of employees to perform available work; to establish, change, and enforce safety and security rules and rules of conduct; and to hire, select train, assign, and lay off employees; and to suspend, discharge, or otherwise discipline or demote employees for just cause. The failure of the Township to exercise any rights, functions, powers, and authority retained by it, or the exercise of any right, function, power, or authority in a particular way, shall not be deemed a waiver of such, nor shall it preclude the Township from exercising the same in some other way not in conflict with the express provisions of this Agreement. The Union agrees the only limitation on the Township's rights are those expressly set forth in this Agreement or those set forth in State and Federal Laws.



## X. SENIORITY AND PROBATION

- A. The probationary period for new employees shall be one (1) year. During the probationary period, an employee may be discharged, disciplined, or transferred without recourse to the grievance arbitration procedure. When an employee satisfactorily completes one year of employment including a satisfactory performance appraisal, his/her name shall be entered upon the seniority list in his/her classification and his/her seniority date as a full-time employee shall be his/her date as a full-time hire. There shall be no seniority among probationary employees.
- B. If a probationary employee is granted an excused leave of absence of four (4) or more shifts, the employee's service time toward his seniority status will be frozen at that point and will be resumed when the employee returns to work provided, he returns immediately to his job at the conclusion of the excused absence. The time the employee is absent from work because of the excused absence does not count toward completion of the one (1) year probationary period.
- C. Employees hired on the same date shall have seniority determined by the employee's test score used for hiring, if available or, if not available, by the last digit of the employees' social security numbers. The employee with the highest test score or highest last digit is most senior. Should the test score be the same, then the last digit of the social security number will be used. Should the last digit of the social security number be the same, use the second, third, etc., last digit in the same manner.
- D. The Union shall represent non-seniority (probationary) employees for purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in this Agreement, except that the Union shall not represent non-seniority employees with respect to discharge, discipline, or transfer by the Employer.
- E. Health care benefits, including dental and vision, life, short-term disability, and long-term disability insurance will be provided to a new employee and the employee's eligible dependents as soon as the carrier's plan will allow, but no later than the first of the month following thirty (30) days of regular, full-time employment. Earned vacation leave will be credited after the employee successfully completes the probationary period. In the event of a rehire, reinstatement of benefits will be in accordance with the requirements of the insurance carriers and/or benefit plans.
- F. Fire fighters hired from the paid on-call ranks shall have their seniority commence with the first day of full-time employment. Firefighters hired from the paid-on call ranks, shall not retain their ranks.
- G. Probationary fire fighters during the first six (6) months will not be eligible for trade time (Article XXV), or to work overtime by means of the backfill shift replacement policy, and do not count for purposes of minimum manning (Article III). Upon six (6) months completion, the employee will be inserted onto the overtime list (Article XXVI).
- H. Probationary fire fighters initially shall be assigned to a forty (40) hour work week for administrative purposes when hired. All wages will be converted from the current wage classification as a shift employee to a day employee during this time.

## XI. LOSS OF SENIORITY

An employee's seniority shall terminate:

- A. If an employee quits, retires, or is discharged.
- B. When an employee has been laid off for a period of time in excess of three (3) years or the length of his/her seniority whichever is shortest.
- C. When an employee fails to report to work from a layoff when recalled in accordance with layoff and recall provisions provided for in this Agreement.
- D. The employee is absent three (3) consecutive, regularly scheduled workdays without notifying the Employer.
- E. If he/she does not return to work immediately following the expiration of a leave of absence without prior approval of the Fire Chief.
- F. The employee pleads guilty to, or pleads *nolo contendere* to, or is convicted of any felony or any misdemeanor if the misdemeanor involves theft, misappropriation of property or money, illegal drugs, criminal sexual misconduct or assault and battery or other misdemeanor involving sexual conduct/contact.
- G. The employee has not performed any work for the Fire Department for twenty-four (24) months. Excluding military leave, Article XIV.
- H. As stated in the Disabilities leave Article XXI.

## **XII. LAYOFF AND RECALL**

- A. The Township shall determine when a layoff or reduction in force is necessary and shall also determine when employees will be recalled.
- B. Layoff and recall shall be by seniority.
- C. Employees shall be laid off in inverse order of their seniority date. Employees to be laid off shall receive as much advance notice as practical under the circumstances, but in no event less than thirty (30) working days' notice.
- D. The Township will continue payment of health insurance (medical, dental, and optical) for the remainder of the month in which the employee was laid off and for the succeeding month. COBRA will be offered to employees and their eligible dependents for up to six (6) months in accordance with Federal law.
- E. Employees will be recalled in the reverse order of the layoff, provided the employee is qualified to perform the available work. Notice of recall shall be sent to the employee at his last-known address by overnight mail. The employee will have fifteen (15) calendar days from the date of the letter recalling him/her to work to notify the Chief that he/she desires to return to work. The employee shall then have an additional fifteen (15) calendar days to return to work. If an employee fails to notify the Chief that he/she desires to return to work within the foregoing fifteen (15) calendar day period or if the employee fails to report to work within the additional fifteen (15) calendar day period, the employee shall be terminated as a voluntary quit. The Township may, in its discretion, grant an exception to the provisions of the preceding sentence based upon sufficient grounds.
- F. The Township agrees that the part time and paid-on-call personnel are in no way to permanently replace bargaining unit personnel.

### **XIII. PROMOTIONS**

A. When there is a vacant position, which the Department desires to fill, or there is a newly created position, the position shall be filled within one-hundred-twenty (120) calendar days from vacancy (may be extended reasonably until someone passes with more than two (2) written test attempts) or date created and be posted for thirty (30) calendar days and current non-probationary Fire Department employees shall be eligible to apply.

1. In order to be eligible to apply for the position of Shift Captain, an applicant shall have the following qualifications:
  - Fire Officer I-III/Company Officer I-III
  - Current Michigan Paramedic license and ACLS certification
  - Minimum one (1) year full-time experience as a Shift Lieutenant or Day Lieutenant, and minimum ten (10) years full-time service with the Oxford Fire Department
  
2. In order to be eligible to apply for the position of Captain EMS Coordinator, an applicant shall have the following qualifications:
  - Fire Officer I-III/Company Officer I-III
  - Current Michigan Paramedic license and ACLS certification
  - EMS Instructor/Coordinator certification. (Within one (1) year of promotion.)
  - Minimum five (5) years full-time service with the Oxford Fire Department
  
3. In order to apply for the position of Shift Lieutenant, an applicant shall have the following qualifications:
  - Fire Officer I-II/Company Officer I-II
  - Minimum of five (5) years full-time service with the Oxford Fire Department
  - Current Michigan Paramedic license and ACLS certification
  
4. In order for selection to the position of Lieutenant Fire Inspector, an employee shall have the following qualifications:
  - Fire Officer I-II/Company Officer I-II
  - Current Michigan Paramedic license and ACLS certification.
  - State Fire Inspector I certification. (Within one (1) year of promotion.)
  - Minimum five (5) years full-time service with the Oxford Fire Department.
  
5. In order for selection to the position of Fire Marshal, an employee shall have the following qualifications:
  - Fire Officer I-III/Company Officer I-III
  - Current Michigan Paramedic license and ACLS certification

- Plans Examiner and State Fire Inspector II certifications. (Within one (1) year of promotion.)
  - Time in grade promotion from Lieutenant Fire Inspector.
6. With regard to the positions of Shift Captain, Shift Lieutenant, Lieutenant Fire Inspector and Captain EMS Coordinator in the event that no bargaining unit employee scores 75% on the written test as set forth in XIII, C, 3 then the Township shall administer successive tests until at least one (1) employee scores 75% or greater. All candidates shall be allowed to test during their normal working hours. Any discrepancies with the written test and/or oral boards date due to vacation, or candidate unavailability the Township will take that into consideration with choosing the test date.
  7. If no applications are received for a vacant bargaining unit position, the Township will seek applications from any qualified person outside of the bargaining unit, not limiting the application process to the paid-on-call employees.
  8. In the event of a posted vacancy, a qualified employee in a more senior classification may request a voluntary demotion to any position they have previously held and has first rights to the posted position.

B. The final selection for the position shall be made by the Fire Chief, with approval from the Township Supervisor. The Fire Chief shall have his choice of the top two (2) candidates for each position if their total scores are within 2.0 points. If the two (2) highest scoring candidates are more than 2.0 points apart, the Fire Chief shall select the highest scoring candidate for the promotion. All candidates being considered shall undergo the same evaluations.

#### C. Weighted Scoring Criteria

1. Points will be awarded as follows:
 

40 points	=	Oral review
60 points	=	Written test
Seniority points =		1.5 points for each year of full-time service with the Oxford Fire Department over the minimum years of service required to apply for the position. Maximum points of 22.5
2. Oral review: Shall consist of a full assessment center. The assessment center shall be conducted by a third-party vendor with no previous professional or personal ties to a candidate. Up to 40 points (100% test score = 40 points)
3. Written examination: Books to be selected at least 30 days in advance by the Fire Chief. The examination will be acquired from an accredited testing service, including grading. The Township will provide a non-Fire Department employee, from the Township offices to administer and facilitate the written test. Up to 60 points (100% test score = 60 points.)

4. Years of service: 1.5 points for each year of full-time service with the Oxford Fire Department over the minimum years of service required to apply for the position. Up to 22.5 points (1 year of service = 1.5 points.)
- D. The employee shall be on officer probation for six (6) months after the employee begins work in his/her new classification/position. During this six (6) month period:
    1. The employee may be returned to his/her prior position for poor performance at the sole discretion of the Fire Chief.
    2. After six (6) months the employee shall receive a performance evaluation, based on department policy, prior to being removed from the probationary period.
  - E. An employee shall remain in a new position until the time of a current bargaining unit position becomes vacant, or a bargaining unit position is newly created. At that time the employee may apply to the vacancy or the new position with the understanding it may be a demotion of rank and/or pay.
  - F. All candidates shall have the right to review their test scores and challenge any questionable points given with a union representative. Employee shall also be able to keep a copy of their scores.
  - G. The Township and Union president or his designee will review all final scores prior to posting or release of scores.
  - H. After a promotion test the list will stand for one (1) year
  - I. An employee's Personal leave bank will not be altered at the time of promotion. The employee will receive the contractual amount of Personal leave that is granted to the promotional employee (Article XVII, Section A) on January 1 of each year. The employee will be paid out in the last pay period in January of each year the remaining balance of their Personal leave (after the new hours are added) above the max leave time as specified in this agreement (Article XVII, Section 1.)
  - J. The employee's Vacation bank will not be altered at the time of promotion. The employee will be granted vacation time as the CBA permits on their anniversary date (Article XV, Section A.1.) The employee will be paid out 100% of vacation time that remains in their bank, from the previous year on the 2nd payroll after their Departmental anniversary date (Article XV, Section F.) Exp: if an employee has 156 hours of vacation in their bank come their anniversary date, the employee will be paid out 100% of that bank at the promotional employee hourly rate as of the date the payment shall be made.
  - K. The employee's current Uniform Allowance bank will not be altered at the time of promotion. On January 1, of each year, the promotional employee shall receive a uniform allowance bank of \$875 to be spent in accordance with the CBA (Article XXIII.)

#### **XIV. FMLA, VETERANS AND MILITARY LEAVES OF ABSENCE**

- A. An employee who enters the military service of the United States by draft or enlistment shall be granted a leave of absence for that purpose and at the conclusion of such leave of absence shall be reinstated in accordance with applicable law.
  
- B. Leaves of absence shall be granted to employees who are active in the National Guard or a branch of the Armed Forces Reserves. Applications for leaves of absence for such purpose must be made as soon as possible after the employee's receipt of his orders or schedules.
  
- C. The FMLA policy will be located within Departmental Policy book. The Township shall change the FMLA policy to comply with changes in the law (statute, regulations, and court decisions) with regards to this Policy. All changes will be provided to the Union at least thirty (30) days prior to implementation. The Township shall grant pregnancy/maternity and childcare leave in accordance with FMLA. Eligible employees can file for FMLA for up to twelve (12) weeks of unpaid leave with job protection.
  - 1. Service Credit for MERS defined benefit is NOT earned during FMLA leave. The employee is NOT responsible to make an employee contribution towards MERS during this leave.
  
  - 2. The Township will continue to supply health, dental, vision & life insurance (Article XX) while the employee is on FMLA leave. The employee is responsible to make the employee contribution of their premium costs (Article XX. D) on or before each payroll date during this leave.

## XV. VACATION

- A. Vacation will be granted to all employees according to the amount of service time accumulated on their anniversary date of each year and credited as follows:

### 1. Day Employees

New employees	40 work hours
After one (1) year of service	80 work hours
After five (5) years of service	120 work hours
After ten (10) years of service	144 work hours
After fifteen (15) years of service	180 work hours
After twenty (20) years of service	220 work hours

### 2. Shift Employees

New employees	72 unit hours
After one (1) year of service	120 unit hours
After five (5) years of service	168 unit hours
After ten (10) years of service	204 unit hours
After fifteen (15) years of service	258 unit hours
After twenty (20) years of service	312 unit hours

- B. Vacation leave shall not accrue during an employee's leave of absence. Vacation pay shall also be prorated for termination of an Employee due to retirement, permanent disability, resignation, death or leave. No vacation shall be credited or paid in the event of discharge.
- C. Vacation shall not be used before it is credited. Vacation time shall be credited on the employee's anniversary date of each calendar year. Probationary employees shall not have vacation time credited until satisfactory completion of their probationary period.
- D. Preference for vacation time shall be given on a first-come, first-served basis. In the event that two (2) vacation requests are submitted on the same day vacation will be awarded by seniority. All vacation schedules must be approved in advance by the Fire Chief at least seven (7) days prior to the proposed vacation leave date. Vacation schedules for employees shall be scheduled over as wide a period as possible in order to obviate the need for temporary increases in personnel.
- E. Incremental Use of Vacation Time: Vacation leave must be taken in minimum increments of two (2) hours. The use of vacation time in smaller increments may be approved in advance of use by the Fire Chief. The use of vacation time by shift employees in less than 24-hour increments shall not interfere with the ability of other shift employees to schedule a full day vacation or a two (2) or three (3) day vacation if the full day vacations are scheduled two weeks in advance. Without the Chief's approval, A shift employee cannot



schedule more than three (3) consecutive vacation days without a break of at least three (3) shift days for that employee, and a day employee cannot schedule more than five (5) consecutive vacation days without a break of five (5) workdays for that employee.

- F. Accumulation of vacation leave time shall not be allowed unless authorized by the Fire Chief. The Township will pay 100% of the total allotted time granted to each employee on his/her anniversary date if it remains in the employee's vacation bank. Payment will be made in the second paycheck after the end of payroll which includes the employee's anniversary date.

However, bargaining unit members who are or have been on a disability leave (Article XXI) and are, as a result of said leave, subject to a prorated vacation allotment for the previous year as described in (Article XXI.I), shall have the option of receiving payment for some, all, or none of the unused balance of their vacation bank on their anniversary date, provided that the number of hours retained (carried over) in the vacation bank when combined with the prorated vacation allotment to be added (Article XXI.I), shall not exceed the maximum annual vacation allotment (Article XV.A).

- G. Upon permanent separation from Township employment, an employee or the employee's estate shall be paid for the employee's unused vacation time. Compensation for unused vacation shall be paid at the employee's rate of pay prevailing on the employee's last day of work. This payment will be dispersed to the employee on the next scheduled payroll after separation date.
- H. If a holiday as defined in this Agreement, falls within an employee's vacation leave period, the holiday shall not be counted as a vacation day unless the employee was scheduled to work on the holiday.
- I. If an employee has reason to use Bereavement Leave during a period of Vacation usage, and such Bereavement Leave is documented to the Fire Chief's satisfaction, such time may be considered as Bereavement Leave instead of being deducted from their Vacation.
- J. When an employee has submitted their request for vacation and the vacancy has been filled with a non-bargaining team member, the employee may rescind their request for vacation no less than seven (7) calendar days from the vacation requested. If the vacancy is filled with a bargaining team member, the employee's vacation request may not be rescinded.

## **XVI. HOLIDAYS**

A. The following holidays shall be recognized:

New Year's Day	Veteran's Day
Martin Luther King Day	Thanksgiving
Easter Sunday	Friday after Thanksgiving
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
Labor Day	New Year's Eve Day

B. Full-time day employees shall be granted time-off from work for those days listed as recognized holidays, in accordance with the employee's normal work week schedule. Example: if the employee's normal schedule is 4x10's, they will be awarded ten (10) hours off for the Holiday. If the employee's normal work schedule is 5x8's, they will be awarded eight (8) hours off for the Holiday. The employee may not change their normal working schedule the week of a Holiday to receive more time off work. If the listed holiday falls on a Saturday, full-time employees shall receive the regular workday immediately preceding the holiday off with pay. If the holiday falls on a Sunday, then full-time employees shall receive the next regularly scheduled workday off with pay. Day employees have the option to work a Holiday at the discretion of the Fire Chief and have the Holiday time flexed. No overtime compensation will be awarded to the member for that day if they elect to work the Holiday. To be eligible for Holiday Pay for the above holidays, the day employee must have worked the regularly scheduled workday immediately before and immediately after the holiday unless on a pre-approved Vacation or Leave Day.

C. Full-time shift employees shall be paid an additional eight (8) hours of regular pay for a listed holiday as Holiday Pay. Employees shall be paid all Holiday pay as part of compensation for the pay period in which the Holiday falls.

D. To be eligible for Holiday Pay for the above holidays, the shift employee must have worked their entire regularly scheduled shift the calendar day immediately before and immediately after the holiday or have worked the Holiday unless on an approved Vacation or Leave Day. Employees on leave of absence will not be eligible for Holiday Pay for that holiday.

E. When an employee has used all of his/her vacation, personal, and compensatory time and needs additional time off, the employee may use the pay for a holiday(s) set forth in paragraph A above in lieu of receiving holiday pay for that holiday in November. The following conditions shall apply:

1. The holiday pay the employee seeks to use must be for a holiday that has already occurred. An employee cannot use holiday pay for a future holiday.

2. The time off must be approved by the Fire Chief.

3. The time off shall not cause overtime (unless approved by the Fire Chief).

- F. The Township shall pay all scheduled employees who work shift on a recognized Departmental Holiday sixteen (16) hours of regular pay per Departmental Holiday. If the employees share or trade hours of the shift on a Holiday, the bargaining unit employees who worked the Holiday will decide which employees earn the extra allotted Holiday hours. If the bargaining unit employees who worked the Holiday are unable to decide who earns the hours available, the hours will be distributed equally among all bargaining unit employees working the shift.
- G. The Department will not schedule Departmental monthly training on recognized Holiday's.
- H. The Day employees will observe Easter Sunday on Good Friday.

## **XVII. PERSONAL LEAVE DAYS**

- A. On January 1 of each year, full-time day employees shall receive ninety-six (96) hours of Personal Leave time per calendar year and full-time shift employees shall receive one hundred forty-four (144) hours of Personal Leave per calendar year. Personal Leave time shall be scheduled with the Fire Chief or designate, in advance of the leave date, if possible. Personal Leave time shall be used in increments of not less than one (1) hour. A day employee shall not have more than a maximum of one hundred ninety-two (192) hours of Personal Leave time in his/her bank as of January 1<sup>st</sup> of each year and a shift employee shall not have more than a maximum of two hundred eighty-eight (288) hours of Personal Leave in his/her bank beginning January 1, 2013, and on January 1<sup>st</sup> of subsequent years. Any personal leave time in excess of 192 hours on January 1 of each year for day employees and 288 hours beginning on January 1, 2013, and on January 1<sup>st</sup> of subsequent years for shift employees shall be paid to the employee in the last pay period in the month of January of each year, at 100% of all hours in excess of 192 hours for day employees and 288 hours for shift employees. Payout of Personal Leave time shall be made at the employee's current rate of pay, subject to required tax and other withholdings.
- B. If an active full-time employee of the Fire Department should retire or die, the Fire Department will pay 100% of the employee's annual Personal Leave time and accumulated Personal Leave Bank, if applicable, to the employee or the employee's designated beneficiary. In the event of no designated beneficiary, the Fire Department shall pay the same to the employee's estate.
- C. New shift employees will receive one hundred forty-four (144) hours of Personal Leave and new day employees will receive ninety-six (96) hours of Personal Leave time which will be pro-rated in accordance with the remaining months to be worked in the calendar year.

### **XVIII. BEREAVEMENT LEAVE**

- A. In the event of the death of an employee's immediate family member, a day employee shall be granted a leave of absence with pay for a period not to exceed three (3) consecutive workdays and a shift employee shall be granted a leave of absence with pay for a period not to exceed two (2) consecutive shifts.
  
- B. An immediate family member shall be defined as the employee's father, mother, sister, brother, spouse, child, or grandparent. Immediate family shall also include aforementioned relationships, which were established by marriage. A relative living in the same household who is not an immediate family member would qualify. A life partner or significant other would qualify; however, their extended family or immediate family would not be included.
  
- C. Any paid leave as follows will not count against the employee towards hours actually worked when calculating overtime.

**XIX. JURY DUTY AND COURT APPEARANCE**

- A. In the event an employee is summoned for jury duty, the employee shall be paid the difference between the jury duty stipend and the employee's regular rate of pay. The employee shall sign and submit the jury duty stipend to the Township.
  
- B. If an employee is subpoenaed to appear in court due to events that occurred while on duty or for job-related matters, and the court date is not during the scheduled working hours of such employee, the employee shall be compensated from the time the employee leaves the Fire Station for his/her court appearance until the time the employee returns to the Station. An employee may leave for his/her court appearance from his/her home, provided it is more economical for the employee and the Township to have him/her do so. This Section shall be limited to court appearances and shall not be applicable to an appearance in any arbitration, administrative agency proceeding or other proceeding. The Employee shall provide the chief with a copy of the subpoena and subpoena fee as soon as possible after receipt of same. The employee shall endorse any check or subpoena fee to the Township. This Article shall be inapplicable to any claim brought by an employee/Union against the Township.
  
- C. Upon employee request, the Township shall provide an employee consultation with a Township attorney, whenever he/she is subpoenaed to testify for a deposition, hearing, or trial in any criminal or civil court action concerning their duties as a firefighter and/or an emergency medical responder.

**XX. HEALTH, DENTAL, VISION, LIFE  
AND DISABILITY INSURANCE**

- A. Health Insurance. The Township shall pay the premium costs for providing each full-time employee and the employee's eligible dependents with health insurance under BC/BS Plan, Community Blue-HRA-PPO Platinum 1500 Plan; prescription co-pay \$10/\$40/\$80; office visits \$20; Urgent Care \$60; ER \$150; and other costs and coverage as set forth in the Plan.
1. An employee may elect to waive health coverage under the Department's health insurance program, provided that the employee can provide proof of coverage under an alternative health insurance program. In the event of a waiver of coverage, the Township shall pay to the employee in April of each year an amount equal to fifty (50%) percent of the premium cost the Township would otherwise pay for a single person under the health insurance program.
  2. The Township will establish a Health Reimbursement Account (HRA) for reimbursement of the Deductibles, Rx coverage, Co-insurance and out of pocket co-pays in an amount of one hundred (100%) percent total out of pocket expense for singles and families. See Appendix D for breakdown of Health Care Plan funding.
- B. Group Dental Insurance. The Township shall pay all premium costs for providing each full-time employee and the employee's eligible dependents with dental insurance under Blue Dental Choice Plan 3, 100/75/50 with a \$1,000 orthodontic maximum.
- C. Vision Insurance. The Fire Department shall pay all premium costs for providing each full-time employee and the employee's eligible dependents with vision insurance. If the Fire Department program provides coverage only on a bi-annual basis, the Fire Department shall pay for the normal coverage during non-covered years.
- D. Each employee shall contribute five (5%) percent of premium cost beginning January 1, 2013, for health, group dental and vision insurance for that employee's elected healthcare coverage to help pay the cost of health, dental and vision insurance. Said amount shall be deducted from the employee's paycheck. Employees shall execute any documents requested by the Employer to effectuate said deductions.
- E. Life Insurance. The Township shall pay all premium costs for providing each full-time employee with term life insurance in the amount of \$50,000 with double indemnity value for accidental death.
- F. Disability Insurance. The Fire Department shall pay all premium costs for providing each full-time employee with short-term and long-term disability insurance coverage. Vacation, Personal, Holiday, and other paid Leave Time shall not be earned or accrued while an employee is on short term or long-term disability. The Township plan will provide a minimum benefit of pre-disability weekly earnings to a maximum of one thousand (\$1,000) dollars. Details of coverage shall be included in the plan's Summary of Benefits document. Additionally:

- STD is available to employees for pregnancy, childbirth, or other related medical conditions, including complications of pregnancy, providing there is a physician's statement to support this. Specific benefit determinations are made by the carrier.
  - Should a physician's order state that due to medical reasons an employee is unable to fulfill their job requirements during pregnancy, an employee would be eligible to apply for STD for a period up to one-hundred eighty (180) days. STD benefits commence on the date of the physician's note for initial absence if such is approved by the carrier.
- G. The Township shall have the right to change life, disability, health (including dental and vision) carriers, plans, or to become self-insured. Coverage is to remain substantially equivalent and insured amounts identical. The Union shall be notified in writing at least sixty (60) calendar days prior to any change in provider, plan, or change to self-insured status. As long as the Township has been provided the necessary information to make a change.
- H. The Township agrees to maintain an Employee Assistance Program (EAP) to help employees who may develop problems that may interfere with their ability to perform their job. These problems may include alcohol, drugs, PTSD, and work or home issues.
- I. The Township will establish a flexible spending account for employee contributions for eligible medical costs and eligible dependent costs. No Township contribution shall be made to these accounts.
- J. The Township shall make available to all full time Oxford Fire Department employees a deferred 457b compensation program. The employees may enroll in any deferred 457b compensation program that is offered by the Township, not limited to the programs listed in this CBA. In order to aid in the employee's retirement healthcare options, the Township will make a matching contribution on the employee's behalf each pay period up to a maximum annual contribution of three (3%) percent of the employee's base wage as referenced in Appendix A. The matching contributions will be deposited in the employee's plan account and such contributions shall be non-forfeitable.
- K. The Township will enroll and maintain coverage for all bargaining unit members in the Supplemental Insurance Policy in place (as of January 1, 2016) or similar policy, which includes Death Benefits, Impairment Benefits, Income Protection Benefits, and Medical Expenses including Accidental Death & Dismemberment Insurance. The Life Insurance death benefit shall be \$100,000.



## **XXI. DUTY AND NON-DUTY DISABILITY LEAVES**

- A. Employees unable to perform their regular duties because of a non-duty related disability and who are receiving disability compensation/benefits pursuant to a Township benefit plan required by this Agreement shall be placed on a leave of absence not to exceed twelve (12) months from the date of the injury or the commencement of the illness and shall continue to accrue seniority during said leave. If the employee is unable to return to his/her regular duties after twelve (12) months, he/she shall be terminated. The employee shall not be credited with holiday, vacation, or personal leave time while on disability leave. Short Term Disability (STD) and Long-Term Disability (LTD) will be available to all employees, subject to disability determinations of the carrier and the requirements and eligibility criteria of the plan(s). It is understood that the carrier's determinations shall be appealed through the procedures of the plan(s) and shall not be subject to the grievance and arbitration procedure of this agreement.
1. Personal time may be used if desired during the elimination period without penalty to employee's personal time bank.
  2. Service Credit for MERS defined benefit is NOT earned during STD/LTD leave. Any compensation/benefits received from STD/LTD are NOT reportable towards an employee's FAC to MERS. The employee is NOT responsible to make an employee contribution towards MERS while receiving this compensation/benefit.
  3. Subject to paragraph 6 below, The Township will continue to supply health, dental, vision & life insurance (Article XX) while the employee is on STD/LTD. The employee is responsible to make the employee contribution of their premium costs (Article XX.D) on or before each payroll date while receiving compensation/benefits from STD/LTD. When not done through payroll deduction this payment is a post-tax payment.
  4. While receiving STD/LTD the employee is unable to make contributions to any deferred compensation account.
  5. While receiving STD/LTD the employee is personally responsible for paying their union dues which may be due during their disability leave.
  6. Under the current LTD plan, In the event an employee's employment is terminated while on an approved LTD leave, the employee will continue to receive compensation/benefits from LTD until the earliest of; the member's maximum age, the member recovers from their disability; the member fails to provide requested information to substantiate their disability or the member's death. The Township will not be responsible for any contributions/payments related to this leave after the date of employment termination. The Township will no longer continue to supply health, dental, vision & life insurance to the employee after termination of employment. COBRA will be offered to employees and their eligible dependents.
  7. No Restricted Duty/Light Duty work shall be made available.

- B. Employees unable to perform their regular duties because of a duty-related disability or a duty-related illness occurring on or after June 12, 2019, shall be placed on a leave of absence not to exceed twenty-four (24) months from the date of the injury or the commencement of the illness. The employee shall continue to accrue seniority for the period they are receiving compensation/benefits pursuant to the Township's workers' compensation policy. The employee shall receive wages through the Standard workers' compensation insurance policy and the supplemental insurance policy as stated in Article XX, K and current health, vision, dental & life insurance until they are placed on disability retirement or returned to duty. The employee shall not be credited with holiday, vacation, or personal leave time while on disability leave, so long as the employer maintains a supplemental insurance program for the bargaining unit (Article XX, K).
1. The Township maintains Workers' Compensation Insurance for disability or death as a result of injuries or occupational diseases suffered in the course of employment. All injuries, even those considered to be minor, must be immediately reported to the employee's immediate supervisor and an injury report submitted in writing to the Fire Chief. Summary of coverage shall be posted in the appendix of this contract.
  2. Service Credit for MERS defined benefit is earned during workers compensation leave. Any compensation/benefits received from workers compensation are reportable towards an employee's FAC to MERS. The employee is responsible to make an employee contribution towards MERS while receiving this compensation/benefit. The Township will send by USPS a monthly invoice to the employee for the amounts due and the dates they shall be paid.
  3. The Township will continue to supply health, dental, vision & life insurance (Article XX) while the employee is on workers compensation. The employee is responsible to make the employee contribution of their premium costs (Article XX, D) on or before each payroll date while receiving compensation/benefits from workers compensation.
  4. No Restricted Duty/Light Duty work shall be made available. If the employee's personal physician and the employer's physician disagree on provisions then, the Township and the Union agree to negotiate for an independent medical examiner (for injuries/illnesses occurring on or after June 12, 2019.)
- C. Employees that are on such leave of absences will not be reimbursed for any time spent in any activities, training or special teams and the employee is not to represent the Oxford Fire Department.
- D. Employees that are on such leave of absences are not eligible for license/certification reimbursement, but shall be reimbursed upon returning to work, providing supporting documentation is presented.
- E. Employees that are on such leave of absences are eligible to participate in promotional testing, granted the employee is fully able to return to duty in an awarded promotion within one-hundred-eighty (180) days after the award.

- F. Employees that are on such leave of absences will have restricted access to Department email, computers, files, phones, and office access after thirty (30) days with the discretion of the Fire Chief. The Union is not responsible to monitor these employees.
- G. Upon request by the Township, an employee shall be required within reason to provide updated medical/return to work information from their physician or medical care provider.
- H. Employees that are on such leave of absences will have their uniform allowance frozen until they return to duty. Any unused allowance for a calendar year will be forfeited. The annual uniform allowance (Article XXIII.C) will reset on January 1<sup>st</sup> each year the employee is on leave but will remain frozen until the employee returns to work.
- I. Vacation and Personal Leave will be prorated during such leaves of absence as follows:
1. Vacation Leave – An employee who is returning from a leave of absence will have vacation time credited to his/her account on his/her next anniversary date, or upon return to active duty at a pro-rated amount.
  2. Personal Leave - An employee who is returning from a leave of absence will have personal leave time credited to his/her account on January 1<sup>st</sup> or upon return to active duty at a pro-rated amount.
  3. All pro-rated calculations shall be made based upon the percentage of scheduled hours actually worked in a calendar year multiplied by the number of hours the employee was to be credited for that specific vacation (Article XV.A) or personal leave (Article XVII. A).
- J. Any employee who serves a leave of absence greater than twelve (12) months shall be required to complete a fire fighter fit for duty FCE program by an Occupational therapist of the Township's choice (for injuries/illnesses occurring after June 12, 2019.)
- K. Employees on leave may request that any contractual lump sum payouts during the term of their injury be frozen and paid to them in the first paycheck after they return to duty.

## **XXII. RETIREMENT/PENSION**

- A. The Employer will provide retirement plan benefits for all full-time employees hired before January 1, 2011, under Group No. 63270100 in the Michigan Municipal Employees Retirement System ("MERS"), Plan B-4 with a 2.5% multiplier, 25 and out or FF55/15, V10, FAC 5, eighty (80%) percent Max. Beginning January 1, 2011, Employees shall contribute two and one half (2.5%) percent of gross wages to MERS to offset the cost of the MERS retirement plan. Said amounts shall be deducted from the employee's paychecks. Employees shall execute any documents requested by the Township regarding this deduction. Summary of pension plan shall be included in the summary of benefits document.
- B. The Employer will provide retirement plan benefits for all full-time employees hired on or after January 1, 2011, under Group No. 63280100 in the Michigan Municipal Employees Retirement System (MERS), Plan B-3, or such a Plan or group number as MERS shall assign, with a 2.25% multiplier, 25 and out or FF55/15, V10, FAC 5, eighty (80%) percent Max. Beginning January 1, 2011, Employees shall contribute two and one half (2.5%) percent of gross wages to MERS to offset the cost of the MERS retirement plan. Said amounts shall be deducted from the employee's paychecks. Employees shall execute any documents requested by the Township regarding this deduction. The parties shall execute any and all documents necessary to establish this plan, group or linked group for new hires and shall take all actions necessary to conform with any rules or requirements of MERS to establish this plan, group, or linked group. Summary of pension plan shall be included in the summary of benefits document.
- C. After January 1, 2016, the Township agrees to pay one hundred (100%) percent of the actuarial determined total annual contribution required to fund the plan. All employees shall contribute supplemental to the Township contribution a fixed total of 5% of gross wages to offset the cost of the MERS retirement plan. The supplemental contribution being made by employees is for the purpose of reducing unfunded liability notwithstanding the employee contribution.
- D. Subject to change by MERS, the following defines an employee's final average compensation (FAC.)
1. Regular wages or salary paid for personal services rendered to your employer including longevity pay, OT pay, and shift differentials. Vacation pay (for periods absent from work.) Vacation lump sum/payout (maximum payout included in FAC is the amount the employees may earn within their FAC period. Additional payout is excluded.) Accrued time off, compensatory time lump sums (maximum payout included in FAC is the amount the employees may earn within their FAC period. Additional payout is excluded.) Personal leave (if paid absent from work.) Holiday Pay. Deferred compensation. Car allowance (if taxable and reported on W-2.) Cafeteria plans. Fees paid to court reporter. \*Personal lump sum payout is excluded.

### XXIII UNIFORMS AND PROTECTIVE GEAR

A. The Uniform consists of:

- Cargo duty pants
- Short & long sleeve light blue shirt with patch, name, and rank (e.g. Captain/Paramedic)
- Uniform Belt
- Duty boots (New insoles permitted if Boots in good condition)
- Boot polish and polishing supplies
- Duty/Job shirt with (e.g. Captain/Paramedic) name and logo
- Short & long sleeve dark blue navy tee shirt with department name
- Short sleeve polo shirt with department name
- Hat: baseball and winter cap
- Black/Blue socks
- Blue work shorts
- Winter or work gloves
- Thermal wear; Long John's
- Linens: includes; towels, bedding, blankets, and/or pillows
- Items for pockets of turnout gear (not limited to); examples - pliers, flashlights, glove holders, etc. but reimbursement for such pocket items shall not exceed two-hundred dollars (\$200) per calendar year.
- Class A dress ONE TIME PURCHASE after five (5) years of full-time service.
  - Cap with device
  - Jacket (striping)
  - Shirt with tie
  - Pants with belt
  - Dress Shoes
  - Gloves
  - Collar devices
  - Garment bag

B. New Employees

All new full-time employees will be issued uniforms without cost to the employee as follows:

- 3 duty pants
- 3 long sleeve & 3 short sleeve light blue shirts with patch and name
- 2 duty/job shirts with name and logo
- uniform belt
- 1 pair of duty boots
- 3 short sleeve dark blue navy tee shirts with department name.
- 3 short sleeve polo shirt with department name.
- 1 Breast badge – badge will be issued upon completion of probationary period.
- 1 wallet ID
- 1 hat
- Fitted full set of turnout gear as required for structural fire fighting.

C. Uniform Allowance Bank

For the year 2013, employees shall receive a uniform allowance of \$750 which will be paid to them no later than the date of the first paycheck in January. Effective May 7, 2013; Employer shall provide dry cleaning services for all uniforms.

Effective Jan 1, 2022, all employees shall receive an annual uniform bank allowance of eight hundred seventy-five (\$875) dollars per year. Employer shall provide dry cleaning services for all uniforms.

Employees reserve the right to have choice of duty boot.

The Fire Chief will determine the uniform vendor to be used and which brand and style to be purchased. The Union may make recommendations for alternative sources for review and approval by the Fire Chief.

- D. Termination of employment - When an employee leaves employment with the Oxford Fire Department, all Department issued or purchased uniforms, equipment, wallet ID and badges shall be returned, except shoes/boots and pants.
- E. The daily uniform shirt shall be a polo shirt (short or long sleeved), which has been approved by the Chief. It is also agreed that while performing work in and around the station, members may dress down to an approved Department T-shirt (short or long sleeved). Additionally, members will wear the approved Department collared shirts (polos or job shirts) when leaving fire station grounds where there is an expectation of encountering the public. When the temperature exceeds 84 degrees, a department approved t-shirt may be worn. All members will still be required to have available at their duty station, the approved button-down shirt and badge to be worn for tours and special events.
- F. When an employee is attending training(s) and/or conferences outside of the Oxford Fire Department, the employee is permitted to wear a polo shirt.
- G. When an employee's uniform is deemed by the Chief or his designee to be worn or unprofessional in appearance the employee shall place that uniform item out of service. It is the employee's responsibility to ensure they have enough uniforms to be in professional appearance. If it is necessary for the employee to purchase additional uniform items, the employee shall replace it at their own expense if their uniform allowance has been exhausted.
- H. When an employee is off on approved disability his/her uniform allowance will freeze and no purchases may be made until the employee is back to full duty. Unused funds will be forfeited.
- I. New employees hired during the terms of this agreement shall immediately receive an annual uniform bank allowance that is prorated from eight hundred seventy-five (\$875) dollars, by a monthly calculation to include the month the employee was hired in.

#### XXIV TUITION REIMBURSEMENT

- A. Upon prior written approval of the Fire Chief, full-time employees attending an accredited college or other specialized course may be eligible for reimbursement of the cost of classes deemed to enhance the employee's job performance.
- B. Graduated tuition reimbursement will be paid after successful completion of the class. Percentage of payment will be made in accordance with the following grades: A= 100%, B= 75%, C= 50%. Non-graded classes that are for credit only will be paid at 100% contingent upon successful completion.
- C. Tuition reimbursement is dependent on funds being allocated and available. Funds for tuition reimbursement may or may not be available each fiscal year or may be used for group education and training. The Township will not deny any request of an employee to take and maintain the necessary promotional minimum qualifications training opportunities and shall permit employees to attend such training while on duty, provided that not more than one (1) employee per shift may be off to attend such educational or training opportunities.
- D. When an employee is directed to attend training classes the Department will pay for the class and pay for the employee's time actually spent attending the class. If the class is on the employee's regular shift, the employee will be paid his entire shift pay and will work the hours of his shift prior to and after class.
- E. When an employee voluntarily attends training classes, the Department will pay for the cost of the class and will pay for the employee's time actually spent attending the class if the class is during their regular shift, provided the class is approved by the Chief, and the employee works the hours of his shift prior to and after the class. The Department will not pay employees for time spent in class outside their regular shift.
- F. All training classes that will result in overtime for any employee shall be posted for seven (7) days and all employees that are eligible to apply will be granted even distribution of training to all members. If funding does not allow all eligible and willing to attend, then priority will be given in the following order:
  - 1. 'lowest' number of training hours based on 24 month rolling calendar.
  - 2. 'highest' seniority.

## XXV TRADE TIME

- A. Shift employees may voluntarily trade shifts under the following conditions:
1. No overtime premium or out-of-class pay shall be created as a result of this provision (e.g., a fire fighter works his shift, stays to work another shift for someone else and then uses annual leave for his next normal shift—thereby creating a need for another fire fighter to cover that shift on an overtime basis).
  2. The request for a trade of a shift should be submitted in writing at least 24 hours in advance and shall be subject to the authorization of the Fire Chief or his designee. If the request is made with less than 24 hours' notice, it may be approved by the Fire Chief or his/her designee. All trades must be documented on the Department calendar.
  3. An employee must remain on duty until relieved.
  4. Trades shall be limited to only two (2) shift employees, unless authorized by the Fire Chief or on-duty officer.
  5. Trade of shifts shall be limited to Employees that are qualified and have license/certification to perform the assigned duties.
  6. The Township is not responsible for or liable for any time or pay lost to any employee.
  7. Personal time may be used by the employee who is working trade time as a result of an emergency.
  8. No employee is permitted to schedule a shift or trade that results in that employee working greater than seventy-three (73) consecutive hours without at least a break of eight (8) hours off duty. Additional time worked may be approved at the Fire Chief or his designee's discretion. If overtime is available to the union members and an employee is scheduled to work a seventy-two (72) hour shift, that employee would be ineligible to work a shift the day prior to and/or the day after that rotation and those hours will not count against that employee for purposes of the overtime list.
  9. Probationary Fire Fighters are unable to participate in trades until after six (6) months completion of probation. (Article X. G)
- B. On June 1<sup>st</sup> of even number years, a new choice of platoon assignment may be based on seniority. Any shift employee (excluding shift leaders) that wants to request a platoon change shall submit a letter indicating their desire to the Fire Chief no later than February 1<sup>st</sup>. The Fire Department will post new shift assignments by February 15<sup>th</sup> and employees will have seven (7) calendar days to request a final change. Shifts will consist of one (1)



shift Captain, one (1) shift Lieutenant and least two (2) shift fire fighters. Probationary fire fighters shall be equally distributed across the shifts by seniority to the extent possible, excluding trades (Article XXV.A.9). At least a ninety (90) days' notice will be given to any shift employee before being switched to another shift. No employee may be moved off their current shift by an employee who has lower seniority.

## XXVI WAGES AND OVERTIME

- A. Wages: See Appendix A.
- B. Unless the Employer selects another work cycle in conformity with the Fair Labor Standards Act, the work cycles/pay periods and overtime calculations are:
  - 1. Shift Employees: Shift employees are scheduled to work (unless absent because of vacation, personal days, or other leave) from 216 to 240 hours within 28 consecutive days. Wages are paid every two weeks. Shift employees are paid overtime compensation for any hours worked after 212 hours are worked in a period of 28 consecutive days. Employees are paid for 106 hours (unless on leave of absence or for other reasons) in the first pay of the 28-day work cycle/pay period cycle which covers the first 14-day period. The pay for the second 14 days includes all straight time hours above the 106 hours paid in the first pay period and any overtime compensation. Pay periods run Sunday – Saturday encompassing a fourteen (14) day period. Time sheets must be submitted by 10am on the following Monday. Any time sheets received after this deadline will be processed on the next payroll cycle. Employees who have submitted their time sheet early, and later have additional time worked, the hours should be entered on the next payroll sheet.
  - 2. Day Employees: Day employees are paid overtime compensation after 40 hours worked in a 7-day work period. For payroll purposes, these 40 hours shall be worked between Sunday – Saturday. Time sheets must be submitted by 10am on the following Monday.
  - 3. Bereavement, Vacation & Personal hours will be counted as hours worked for purposes of calculating overtime.
  - 4. When an issue with payroll arises, and it is deemed the fault of the Township, a check shall be cut to the employee within seventy-two (72) hours, regardless of the cost to the employer, when the loss of monies to the employee is greater than one-hundred ninety-nine dollars and ninety-nine cents (\$199.99).
- C. Any shift vacancy will be subject to the Departmental Staffing ratio (Article III. A)
- D. All scheduled and unscheduled hours worked outside of the employee's regularly scheduled shifts are paid at one and one half (1.5) times the employee's hourly rate.
- E. A log of the backfill overtime hours worked by each employee shall be maintained by the Township. Employees will be placed on the log in order of their department seniority. The log shall reset to zero (0) hours on January 1<sup>st</sup> of each year, with the initial offering being

made to the highest seniority employee eligible. Overtime shall then be offered to employees having the least number of hours on the log by seniority. If two (2) or more employees have the same number of hours on the log, the employee with the highest Department seniority will be offered the overtime first. Employees who become eligible to work overtime after completing six (6) months probation shall be placed at the bottom of the log by assigning them the same number of hours that the employee currently at the bottom of the list possesses.

- F. When there is a shift vacancy the overtime vacancy will be filled three (3) to thirty (30) days prior to the shift when possible. Overtime will be offered utilizing the scheduling software system used by the Department at the time overtime is offered. All overtime shall be offered for at least one (1) hour and shall be assigned within twenty-four (24) hours of the offering; except that overtime opportunities arising less than twenty-four (24) hours of the offering, when time permits offering and assigning such periods. Overtime will be offered in the following manner:
1. To shift employees in its entirety, then
  2. To Day employees in its entirety. If not filled, then the overtime shall be offered in partial segments to,
  3. All employees with preference given to the employee willing to work the greatest number of hours of a partial shift available (ties will be decided by seniority).
- G. If two (2) or more employees are off on one (1) shift, the Township shall fill the first employee's vacancy and recalculate the overtime list before filling the next vacancy.
- H. If an overtime shift has been filled in advance and an overtime day comes up prior to it, the Township shall fill the shift from the overtime list as it stands after the advance overtime day was filled.
- I. When a shift vacancy is filled with overtime by the shift backfill policy and the employee is scheduled to work a partial shift, if/when the Township deems more hours to be filled with overtime the employee with the partial shift has first rights of refusal to stay up to twenty-four (24) hours total without soliciting for a new overtime block of hours.

## **XXVII COMPENSATORY TIME**

### **A. Earning Compensatory Time**

1. Compensatory time may be earned while attending meetings, scheduled off shift training, scheduled public relations events, and/or other time as approved by the Fire Chief
2. All compensatory time/overtime must be pre-approved by the Chief or his designee prior to the event, meeting, or training.
3. Compensatory time is accrued at the rate of one and one half (1.5) times the time worked. This time is included in and additional to the normal two hundred twelve (212) hours worked per 28 days. Compensatory time hours earned will be entered into payroll as hours worked; the employee is responsible to notify the Fire Department by the end of weekly payroll if hours are to be entered into that employee's bank.
4. Employees shall not have more than ninety-six (96) hours in their compensatory time banks.

### **B. Using Compensatory Time**

1. When an employee wants to use compensatory time, a time off request form shall be filled out and submitted to the Chief a minimum of one (1) week prior to the requested time off. The Chief may or may not approve the use based on staffing levels. The use of compensatory time shall not result in the need for coverage at overtime rates.
2. Compensatory time may be used in increments of not less than two (2) hours or more than twenty-four (24) hours.
3. Compensatory time used shall not be counted as hours worked for the purpose of calculating overtime.
4. Compensatory time must be used in the calendar year it is earned. Any remaining unused time will be paid out to the employee at the regular rate earned by the employee in the last paycheck in December. However, an employee may reserve up to forty-eight (48) hours of compensatory time for use in the following calendar year. Any compensatory time deferred into the following calendar year must be scheduled by the employee before November 30<sup>th</sup> of the year it is earned and must be used prior to April 1<sup>st</sup> of the following calendar year.

## XXVIII SPECIAL TEAMS

- A. Employees who wish to participate on a special team shall make application to the Fire Chief. The Fire Chief shall have the sole discretion in selection of team members. All new applications for acceptance to a Special Team position, must be completed and received by the Fire Chief prior to December 1 of each year for consideration in the upcoming year's Team membership. Members wishing to withdraw from a special team shall notify the Fire Chief of their team resignation by November 20<sup>th</sup>. If a special team resignation is not received, the member shall be considered as wishing to continue their special team membership for the upcoming year. Special team members may, however, submit their intention to withdraw from a team upon written notice. The Special Team selection process shall take place during the month of December each year.
- B. For the purposes of this Article the following Mutual Aide Box Alarm System or 'MABAS' teams shall be considered a special team:
- Hazardous Materials Team
  - Technical Rescue Team
  - Communications Support Team (CST)
  - Information Management Teams (IMT)
  - Drone Strike Team
- C. Members of the special teams shall receive overtime pay for attending the scheduled team trainings that are outside their normally scheduled shifts as approved in advance by the Fire Chief.
- D. Employees who are selected to participate in special team agree to carry a department supplied pager or other communication device while off duty as a condition of their continued participation.
- E. Employees shall be granted time off to attend mandatory team training. Time off for optional training may be granted in the discretion of the Chief. Such optional training shall not require the need for overtime or use of paid on-call employees.
- F. The department may pay the fee for classes or tuition for the required pre-requisites class dependent on budget constraints and/or relevancy.
- G. Employee's that wish to join the Urban Search and Rescue Team (USART), Michigan Urban Search and Rescue (MUSAR), Regional Tech team, Michigan-Task Force MI-TF1, or any state or federal teams shall be required to do this on their own time. The exception is in the event there is an activation or deployment; the employee will be paid for hours worked. The time, in most cases, is covered with backfill or overtime re-imburement from federal or state agencies.

Upon acceptance to one of these MABAS teams, in the event training falls on schedule shift time, the employee shall be allowed to attend training and remain on the clock. The accumulation of overtime or comp time for this purpose is not allowed.

## **XXIX      EMPLOYEE INFORMATION**

The Township maintains personnel records on all employees. It is the responsibility of every employee to ensure that the information provided to the Township is accurate and to notify Fire Chief of the following items or report any changes within twenty-four (24) hours of the effective date.

- Address, telephone number and personal E-mail address of the employee.
- Name, address, and telephone number of the person to be notified in case of emergency.
- Dependents to be declared on tax forms.
- Persons covered or beneficiaries of the Township's group benefits; or
- Any marriage or divorce.

This information as it appears in the Township records shall be conclusive when used for any notice relating to this Agreement.

**XXX NO-STRIKE/NO-LOCKOUT CLAUSE**

- A. During the life of this Agreement, the Union shall not cause, authorize sanction, or condone, nor shall any member of the Union take part in any strike, sit down, slow down, work stoppage, curtailment of work, concerted use of paid leave time, restriction of work, or interference with the operations of the Township of any kind for any reason, including a labor dispute between the Township and any other labor organization.
  
- B. The Union agrees that it (and its officers) will take prompt, affirmative action to prevent or stop unauthorized strikes, sit downs, stay ins, slowdowns, work stoppages, curtailment of work, concerted use of paid leave time, restriction of work or interference with the operations of the Township by notifying the employees and the public, in writing, that it disavows these acts. The Union further agrees that the Township shall have the right to discipline (including discharge) any or all employees who instigate, participate in, or give leadership to any of these acts.
  
- C. During the life of this Agreement, the Township shall not lockout any employees as a result of a labor dispute.

**XXXI GENERAL**

- A. Employees who are authorized in advance to use their personal vehicles for Township business shall be reimbursed for each mile driven on Township business. Said reimbursement shall be at the rate of mileage established by the Internal Revenue Service and shall not exceed the mileage charged for Township non-emergency vehicles.
- B. The Township shall provide printed bound copies of this Agreement to the Union, one (1) for each member, including new hires during the terms of this agreement and one (1) copy for each station. The Township shall provide a minimum of six (6) shift wallet cards for each employee.
- C. The Township shall procure a policy(ies) of liability insurance in the amount of five Million Dollars (\$5,000,000) per occurrence in the event a lawsuit is filed against an employee for injuries to persons or property caused by the employee while acting within the scope of his or her authority. The Township (and/or the insurance carrier) may compromise, settle, and pay the claim before or after the commencement of a civil action.

It shall be the responsibility of the employee to immediately notify the Township when the employee is served or otherwise receives any lawsuit commenced against the employee which is in any way related to his/her duties as an Oxford Township employee. Failure to promptly notify the Township of service of a lawsuit will result in loss of insurance coverage for the employee for that claim(s).



## **XXXII SAVINGS AND SEPARABILITY**

If any Article or section of this Agreement, or supplement thereto, should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or section should be restrained by such tribunal, the remainder of this Agreement and supplements shall not be affected thereby, and the parties shall enter into collective bargaining negotiations for the purpose of arriving at a mutually-satisfactory replacement for such Article or section.

**XXXIII ZIPPER CLAUSE**

This Agreement constitutes the final understanding of the parties as to every issue that was or could have been the subject of bargaining during these negotiations. Neither party shall be required to bargain with the other during the course of this Agreement, except as elsewhere provided in this Agreement.

The parties to this Agreement recognize that under the Special Conference provision, modifications to this contract can be made by the mutual agreement of both parties.


Any provision of this Agreement reopened shall remain in full force and effect until such time as an agreement is reached on replacement language.

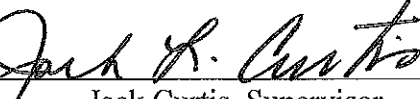
**XXXIV RATIFICATION AND TERMINATION**

This Agreement shall be effective and shall be in full force and effect on January 1, 2022. This Agreement shall remain in full force and effect until December 31, 2024, and shall automatically be renewed from year to year thereafter unless either party shall notify the other in writing at least sixty (60) days prior to the anniversary date that it desires to modify this Agreement. In the event that either party desires to terminate this Agreement, written notice must be given to the other party no less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding sentence.

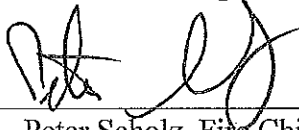
OXFORD FIRE FIGHTERS UNION  
INTERNATIONAL ASSOCIATION OF  
FIRE FIGHTERS, LOCAL 4763

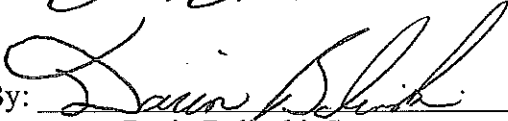
OXFORD TOWNSHIP  
Oakland County, MI

By:   
Kevin C. Snell, President

By:   
Jack Curtis, Supervisor

By:   
Anthony Graybill, Vice-President

By:   
Peter Scholz, Fire Chief

By:   
Darin Balinski, Secretary

Dated: 06-08-2022

Dated: 06-08-22

**APPENDIX A**  
**WAGES**

2022: 3% wage increase

2023: 3% wage increase

2024: 3% wage increase

	<b><u>January 1, 2022.</u></b>	<b><u>January 1, 2023.</u></b>	<b><u>January 1, 2024.</u></b>
Probationary Medic	\$53,241 (\$19.32/hr.)	\$54,838 (\$19.90/hr.)	\$56,483 (\$20.49/hr.)
Shift FF/MEDIC After 1 year	\$60,481 (\$21.95/hr.)	\$62,295 (\$22.60/hr.)	\$64,164 (\$23.28/hr.)
Shift FF/MEDIC After 2 years	\$66,026 (\$23.96/hr.)	\$68,007 (\$24.68/hr.)	\$70,047 (\$25.42/hr.)
Shift FF/MEDIC After 3 years	\$73,677 (\$26.73/hr.)	\$75,887 (\$27.54/hr.)	\$78,164 (\$28.36/hr.)
Recruitment & Retention FF	\$66,309 (\$31.88/hr.)	\$68,299 (\$32.84/hr.)	\$70,347 (\$33.82/hr.)
Shift Lieutenant	\$77,393 (\$28.08/hr.)	\$79,715 (\$28.92/hr.)	\$82,106 (\$29.79/hr.)
Lieutenant Fire Inspector	\$84,081 (\$40.42/hr.)	\$86,603 (\$41.64/hr.)	\$89,201 (\$42.89/hr.)
Captain Fire Marshal	\$85,496 (\$41.10/hr.)	\$88,061 (\$42.34/hr.)	\$90,703 (\$43.61/hr.)
Captain EMS Coordinator	\$85,496 (\$41.10/hr.)	\$88,061 (\$42.34/hr.)	\$90,703 (\$43.61/hr.)
Shift Captain	\$85,496 (\$31.02/hr.)	\$88,061 (\$31.95/hr.)	\$90,703 (\$32.91/hr.)

**APPENDIX B**  
**PART-TIME WORK**

- A. The Township agrees that the part time and paid-on-call personnel are in no way to permanently replace bargaining unit full-time personnel.
- B. Bargaining unit personnel are not eligible to fill the part-time position.
- C. This employee will take direction/instruction on daily activities from the on-duty shift leader or the fire Chief. In absence of the shift leader, the employee will follow the chain of command down to senior fire fighter (Agreement. F.)
- D. The part time employee may practice up to their full level of licensing care on medical scenes as long as at least one (1) union employee or shift member is on the truck when it departs for the hospital.
- E. Part-time employees will not count towards minimal manning staffing for the day.
- F. Part-time employees staffing is subject to Article III. A.

**APPENDIX C**  
**SAFETY, HEALTH & FITNESS**

- A. Fitness: All employees within the bargaining unit shall maintain a physical fitness level necessary to perform their job. All employees will be required to utilize the workout room or equivalent for a minimum of one (1) hour per day. In the event that an employee is unable to exercise due to training, high call volume, or inadequate staffing on a particular day, the requirement will be waived for that day. Every effort will be made by the Union to achieve daily workouts for all employees. Employees may and are encouraged to engage in physical fitness activities any time after morning truck checks, with acknowledgement that all daily chores will still be completed prior to end of their shift. A physical fitness policy will be created and maintained by the Township.
- B. The Township agrees to budget the sum of seven hundred fifty (\$750) dollars per year for the purchase and upkeep of exercise equipment to be used in the day-to-day operation of each station. It is understood by the parties that any exercise equipment purchased by the Township shall be for use solely in the gym(s) and not used in other locations. The Union shall have the right to approve any items that are being purchased and replaced with these funds. All purchases must be in accordance with Township purchasing policies and unused funds can rollover for a period of four (4) years.

**APPENDIX D**  
**MEDICAL INSURANCE COVERAGE**

- A. The Township agrees to set up a Health Reimbursement Account (HRA) for all bargaining unit employees. After the calendar year of 2016 the Township will establish two (2) banks to continue to provide one hundred (100%) percent coverage to each employee and their eligible dependents for out-of-pocket costs.
1. Bank 1 – 213D – This bank would be funded \$4,850 for a single and \$9,700 for a family. This will cover any medical cost associated with deductibles, co-pays, and Rx (excluding co-insurance) for the year.
  2. Bank 2 – Co-insurance – This bank would be funded \$1,500 for a single and \$3,000 for a family. This bank will cover one hundred (100%) percent of the plan's co-insurance amounts.

**APPENDIX E**  
**RECRUITMENT AND RETENTION TRANSITION**

The following changes shall address the transition of the Recruitment & Retention (R&R) position into the bargaining unit.

- A. The Department's current non-uniformed Recruitment and Retention position will be converted to a bargaining unit position with the rank of firefighter. The position will be Recruitment and Retention Firefighter (R&R FF). The incumbent employee, Kelly Kilgore, will remain in said position. This position will be classified with the current CBA day employees (Article II.B) and will be listed in the CBA as such. Notwithstanding any other provision of this agreement, this position shall have and maintain an EMT Basic License and an AHA BLS Provider certification. Failure of this employee to maintain the listed level of licensure and certification will result in termination, unless approved by the Chief.
- B. Kelly Kilgore will relinquish his Paid-on-call (POC) rank of Sergeant and his role as a POC member on this Department.
- C. The wages for this position shall be listed in Appendix A, as Recruitment & Retention FF. They shall be equivalent to the top wages of a shift firefighter, less ten (10%) percent for the period that Kilgore does not have a paramedic license. Kilgore will not be eligible for shift overtime until he possesses a paramedic license. Kilgore will have the option to obtain a paramedic license at the Township's expense. Upon receiving licensure as a paramedic, this position's wages will be adjusted to be equivalent to that of a top pay Shift FF/Medic at that time. The position will then be renamed R&R FF/Medic.
- D. There will be no probationary period for this bargaining unit employee. Kilgore will be enrolled into the current MERS Pension system as outlined in the CBA (Article XXII.). Kilgore's seniority and full-time hire date will begin with the execution of this agreement.
- E. The employee will receive vacation hours as outlined in the CBA (Article XV.)
- F. If Kilgore leaves the Department, or permanently vacates the R&R FF position, the position immediately will be amended to require a paramedic license and shall be posted to all qualified employees within the bargaining unit.
- G. As the Department and the community continue to grow, the Department has committed to creating a promotional position of Training Officer, in addition to the R&R FF position. The wages, hours, and terms and conditions of employment of the new position will be subject to the negotiations process between both parties.
- H. The Captain EMS Coordinator will be the immediate supervisor for the position of R&R FF.
- I. The job description for each of the positions described herein will be agreed upon between the Township and the Bargaining Unit.